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10 HOSPITALITY, LLC and ARAMARK
11 CORPORATION (erroneously sued as
12 “Aramark”)

13 **UNITED STATES DISTRICT COURT**
14 **EASTERN DISTRICT OF CALIFORNIA**

15 JOHN ALVAREZ SR.,

16 Plaintiff,

17 v.

18 YOSEMITE NATIONAL PARK,
19 YOSEMITE HOPITALITY, LLC;
20 ARAMARK; BADGER PASS SKI AREA,

21 Defendants.

Case No.

**NOTICE OF REMOVAL OF ACTION
BY DEFENDANTS YOSEMITE
HOPITALITY, LLC AND ARAMARK
CORPORATION PURSUANT TO 28
U.S.C. §§ 1332, 1441 & 1446**

Action Filed: 1/10/22

Trial Date: None Set

22 **TO THE JUDGES AND CLERK OF THE UNITED STATES DISTRICT COURT**
23 **FOR THE EASTERN DISTRICT OF CALIFORNIA:**

24 **PLEASE TAKE NOTICE** that Defendants YOSEMITE HOSPITALITY, LLC and
25 ARAMARK CORPORATION (collectively, the “Aramark Defendants”) hereby seek removal of
26 the below-referenced action from the Superior Court of the State of California, County of
27 Mariposa, to the United States District Court for the Eastern District of California, pursuant to 28
29 U.S.C. §§1332, 1441, and 1446, and as more particularly set forth below.

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1 **I. THE STATE COURT ACTION**

2 On January 10, 2022, Plaintiff John Alvarez Sr. (“Plaintiff”) filed a Complaint for General
3 Negligence and Premises Liability (the “Complaint”) in the Superior Court of the State of
4 California, County of Mariposa, within the matter entitled *Alvarez v. Yosemite National Park, et*
5 *al.*, Case No. 11771 (the “Action”). Within the Complaint, Plaintiff alleges that while visiting the
6 “Badger Pass Ski Area located in Yosemite National Park and managed by [the Aramark
7 Defendants],” he “slipped on ‘black ice’, causing him to fall and violently strike his head.”
8 Plaintiff alleges that he “sustained a permanent brain injury which has altered his life forever” as a
9 result of the foregoing incident, which he claims was “the result of Defendants’ failure to maintain
10 the parking lot in a safe manner or give patrons notice that the parking lot was unsafe to walk in.”
11 The Aramark Defendants seek removal of the Action because state court is not the proper forum.

12 **II. CO-DEFENDANTS’ CONSENT TO REMOVAL IS NOT REQUIRED**

13 “[N]ominal party defendants need not consent to removal; the exception to the general rule
14 “ensures that only those parties with a palpable interest in the outcome of a case, and not those
15 without any real stake, determine whether a federal court can hear a case.” *Hartford Fire Ins. Co.*
16 *v. Harleysville Mut. Ins. Co.*, 736 F.3d 256, 259 (4th Cir. 2013); *see also, AGI Pub., Inc. v. HR*
17 *Staffing, Inc.*, No. 1:12-CV-00879-AWI, 2012 WL 3260519, at *2 (E.D.Cal., Aug. 8, 2012), *citing*
18 *Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193, n. 1 (9th Cir. 1988). “[T]here is no obligation
19 to join [a sham] defendant in a removal petition.” *United Computer Systems, Inc. v. AT&T Corp.*,
20 298 F.3d 756, 762 (9th Cir. 2002).

21 The Complaint names two defendants in addition to the Aramark Defendants: “Yosemite
22 National Park” (“Yosemite”) and “Badger Pass Ski Area” (“Badger Pass”). Consent to removal
23 from Yosemite and/or Badger Pass is not required under the authority cited above because neither
24 exist as an entity capable of being sued; they are both the names of physical locations only. In
25 addition, “[w]hen a civil action is removed solely under section 1441(a), [only those] defendants
26 who have been **properly joined and served** must join in or consent to the removal of the action.”
27 Here, no consent to removal from Yosemite and Badger Pass is required, not only because neither
28 has been properly joined as a defendant to this matter, but because there is no possible way

Plaintiff could have properly served process on entities that **do not exist**. See, 28 U.S.C. §1446(b)(2)(A).

III. REMOVAL IS TIMELY

On August 24, 2022, Defendant Yosemite Hospitality, LLC was personally served with a copy of the Complaint, Summons thereon, Civil Case Cover Sheet and Mariposa County Superior Court Alternative Dispute Resolution Information Guide (the “ADR Guide”). No other documents filed within the Action have been served on, nor otherwise been made available to, the Aramark Defendants or their counsel.

- A true and correct copy of the **Complaint** is attached as **Exhibit A**.
- A true and correct copy of the **Summons** is attached as **Exhibit B**.
- A true and correct copy of the **Civil Case Cover Sheet** is attached as **Exhibit C**.
- A true and correct copy of the **ADR Guide** is attached as **Exhibit D**.

A defendant has thirty (30) days from the date of service of a summons and complaint to remove an action to federal court. 28 U.S.C. §1446(b); *Murphy Bros., Inc. v. Michetti Pipe Stringing, Inc.*, 526 U.S. 344, 354 (1999). Thirty days from August 24, 2022 is September 23, 2022. As this Notice has been filed and served on or before September 23, 2022, it is timely.

IV. REMOVAL IS PROPER

“Any civil action” commenced in state court is removable if it *might have been brought* originally in federal court. 28 U.S.C. §1441(a); see, *Exxon Mobil Corp. v. Allapattah Services, Inc.* 545 U.S. 546, 563, (2005) “[D]istrict court has original jurisdiction of a civil action for purposes of §1441(a) as long as it has original jurisdiction over a subset of the claims constituting the action”. Therefore, the first step in determining removability is to consider whether the action could have been brought in federal court – *i.e.*, whether either “diversity” or “federal question” jurisdiction can be established. *Caterpillar Inc. v. Williams* 482 US 386, 392 (1987).

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1 **A. Diversity Jurisdiction Applies**

2 Diversity jurisdiction is established within 28 U.S.C. §1332, which states, “The district
3 courts shall have original jurisdiction of all civil actions where the matter in controversy exceeds
4 the sum or value of \$75,000, and is between ... citizens of different States.” Complete diversity of
5 citizenship need only exist between Plaintiff and each Defendant; two or more Defendants may be
6 citizens of the same state, so long as it is different than Plaintiff’s state of citizenship. 28 U.S.C.
7 §1332(a)(1).

8 **1. Complete Diversity Exists Between Plaintiff and Defendants**

9 When determining citizenship under 28 U.S.C. §1332:

10 1. An individual is a citizen of a state in which they are domiciled [*Kantor v.*
11 *Wellesley Galleries, Ltd.*, 704 F.2d 1088, 1090 (9th Cir. 1983)];

12 2. “[A] corporation shall be deemed to be a citizen of every State and foreign
13 state by which it has been incorporated and of the State or foreign state where it has its principal
14 place of business” [28 U.S.C. § 1332(c)(1)];

15 3. A limited liability company is considered to have the citizenship of all of its
16 constituent members [*Johnson v. Columbia Properties Anchorage, LP*, 437 F.3d 894 (9th Cir.
17 2006)];

18 4. The citizenship of nominal, sham and/or fraudulently named defendants
19 (such as unincorporated entities incapable of being sued) need not be considered. *See, Jernigan v.*
20 *Ashland Oil Inc.*, 989 F2d 812, 816-817 (5th Cir. 1993) [unincorporated division of corporate
21 entity named as separate defendant must be ignored as “fraudulently” joined because there was no
22 basis for a judgment against it]; *see also, Weidman v. Exxon Mobil Corp.*, 776 F3d 214, 218 (4th
23 Cir. 2015); *Morris v. Princess Cruises, Inc.*, 236 F3d 1061, 1067 (9th Cir. 2001); *Stillwell v.*
24 *Allstate Ins. Co.* 663 F3d 1329, 1333 (11th Cir. 2011) [party's joinder is a “sham” or “fraudulent”
25 when no possible cause of action has been stated against it]; and

26 5. “[T]he citizenship of defendants sued under fictitious names shall be
27 disregarded.” 28 U.S.C. §1441(b)(1); *see also, Gardiner Family, LLC v. Crimson Res. Mgmt.*
28 *Corp.*, 147 F.Supp.3d 1029, 1036 (E.D. Cal. 2015) [holding that “Does” named in Complaint

1 without any indication as to their identities or relationship to the action are wholly fictitious and
2 properly disregarded for jurisdictional purposes].

3 In this matter, complete diversity of citizenship exists because, at all times relevant
4 (including when the Complaint was filed and at the time of removal):

5 a. The Aramark Defendants are informed and believe that Plaintiff JOHN
6 ALVAREZ SR. was a citizen of the State of California, domiciled in the County of Butte,
7 California. A true and correct copy of the results of an online public records search performed by
8 counsel for the Aramark Defendants on September 23, 2022 regarding the location of Plaintiff's
9 residence that confirms the foregoing is attached hereto as **Exhibit E**.

10 b. As set forth within its limited liability company agreement on file with the
11 United States Security and Exchange Commission (a true and correct copy of which is attached as
12 **Exhibit F**), Defendant YOSEMITE HOPITALITY, LLC was a Delaware limited liability
13 company whose sole member was Aramark Sports & Entertainment Services, LLC ("ASE
14 Services"). In turn, at and all times relevant:

15 (1) As set forth within its limited liability company agreement on file
16 with the United States Security and Exchange Commission (a true and correct copy of which is
17 attached as **Exhibit G**), ASE Services was a Delaware limited liability company whose sole
18 member was Aramark/HMS, LLC ("HMS");

19 (2) As set forth within its limited liability company agreement on file
20 with the United States Security and Exchange Commission (a true and correct copy of which is
21 attached as **Exhibit H**), HMS was a Delaware limited liability company whose sole member was
22 Aramark Sports & Entertainment Group, LLC ("ASE Group"); and

23 (3) As set forth within its limited liability company agreement on file
24 with the United States Security and Exchange Commission (a true and correct copy of which is
25 attached as **Exhibit I**), ASE Group was a Delaware limited liability company whose sole member
26 was Defendant ARAMARK CORPORATION.

27 c. Defendant ARAMARK CORPORATION was a Delaware corporation with
28 its principal place of business located in Philadelphia, Pennsylvania. True and correct copies of

public records maintained by the Delaware Secretary of State and United States Securities and Exchange Commission confirming the foregoing are attached hereto as **Exhibit J**.

d. Defendants YOSEMITE NATIONAL PARK and BADGER PASS SKI AREA were not legal entities capable of being sued and, as a result, are “sham” defendants whose citizenship (to the extent it exists) must be ignored when determining the propriety of removal jurisdiction on diversity grounds. *See, Jernigan, et al., supra*.

2. **The Amount in Controversy Exceeds \$75,000**

Once complete diversity of citizenship is established, a matter is properly removed to federal court when “facially apparent” allegations in the complaint demonstrate the amount in controversy exceeds the \$75,000 jurisdictional limit of the federal court. *Luckett v. Delta Airlines, Inc.*, 171 F3d 295, 298 (5th Cir. 1999) [“Facially apparent” from complaint amount satisfied due to allegations of property damage, travel expenses, pain and suffering, etc.]; *White v. FCI USA, Inc.* 319 F3d 672, 674 (5th Cir. 2003), [“Facially apparent” from wrongful termination allegations showing “lengthy list of compensatory and punitive damages”]. To this end, the Court may make reasonable deductions and inferences from the Complaint when considering what is “facially apparent” from Plaintiff’s allegations. *See, Roe v. Michelin North America, Inc.* 613 F3d 1058, 1061-1062 (11th Cir. 2010); *Luckett v. Delta Airlines, Inc.* 171 F3d 295, 298; see discussion at ¶ 2:3245].

Plaintiff’s Complaint contains multiple allegations that unequivocally make it facially apparent (and readily so) that the amount in controversy will far exceed \$75,000 in this case. Specifically, the Complaint contains the following relevant allegations:

Plaintiff ... slipped on “black ice,” causing him to fall and **violently strike his head**, rendering him unconscious. Plaintiff sustained a **permanent brain injury which has altered his life forever...**

When Plaintiff’s son reached Plaintiff, Plaintiff was **unconscious and bleeding from his head**. Plaintiff was **airlifted to U.C. Davis Medical Center** in Sacramento, California, where he later regained consciousness. Plaintiff was subsequently diagnosed with **severe head trauma, specifically a subdural hematoma and resulting permanent brain injury**.

As a direct and proximate result of Defendant's actions, Plaintiff sustained **permanent injuries and was forced to incur medical damages, wage loss and loss of earning capacity**.

1 **V. ALTERNATIVELY, FEDERAL QUESTION JURISDICTION APPLIES**

2 “Except as otherwise expressly provided by Act of Congress, any civil action brought in a
3 State court of which the district courts of the United States have original jurisdiction, may be
4 removed by the defendant or the defendants to the district court of the United States for the district
5 and division embracing the place where such action is pending.” 28 U.S.C. §1441(a). Within his
6 Complaint, Plaintiff explicitly alleges that his injuries were caused by the “failure to maintain the
7 parking lot in a safe manner or give patrons notice that the parking lot was unsafe to walk in” by
8 all four named Defendants in this matter, including “Yosemite National Park, a public entity” and
9 “Badger Pass Ski Area, an entity of unknown form.” However, Badger Pass Ski Area is the name
10 of a location within Yosemite National Park, ownership of which was ceded back to the Federal
11 Government by the State of California in 1906, and was within the exclusive control of the U.S.
12 Department of the Interior’s National Park Service (“NPS”) at all times relevant. *See generally*,
13 **Exhibit K** [including National Park Service’s list of “Enabling Legislation” from 1864 through
14 2013].

15 In the event the Court is inclined to interpret the Complaint’s naming of Yosemite and
16 Badger Pass as an expression of Plaintiff’s intent to sue the division of the federal government that
17 actually owns and controls those areas (the NPS) and/or those NPS employees who failed to
18 satisfy their job duties, the Complaint would fall squarely within the exclusive subject matter
19 jurisdiction of the federal court. *To wit:*

20 Codified at 28 U.S.C. §2671, *et seq.*, the Federal Tort Claims Act (“FTCA”) states that
21 federal courts have jurisdiction over negligence-based claims made against employees of the
22 United States based on acts or omissions made within the course and scope of their employment.
23 *See also*, 28 U.S.C. §1346(b). 28 USC § 2679(b)(1) makes clear that the FTCA is not only the
24 exclusive remedy for such tort claims, but it requires such claims to be filed against the United
25 States government itself. As a result, when a government employee is sued directly, the FTCA
26 requires the matter to be submitted to the Attorney General for the purpose of determining whether
27 the employee was acting within the scope of employment at the time of the conduct on which the
28 suit is based. 28 U.S.C. § 2679(b)(1), (d)(1). If it is determined that the act or omission fell within

1 the scope of employment, the United States must be substituted into the case as the proper
2 defendant. *Osborn v. Haley* 549 U.S. 225, 229 (2007).

3 Even though Plaintiff's causes of action for Negligence and Premises Liability would not
4 fall under the scope of the FTCA if solely alleged against the Aramark Defendants, the fact that
5 the FTCA would apply to the same causes of action if filed solely against the NPS (or its
6 employees) controls the Court's determination of whether removal is proper. This is because
7 removal is still appropriate where purely state-based claims are transactionally (*i.e.*,
8 "supplemental") to at least one substantial federal claim. *Zuniga v. Blue Cross & Blue Shield of*
9 *Michigan* 52 F3d 1395, 1399 (6th Cir. 1995) [removal upheld where claims not arising under
10 federal law were related to federal due process claim]; 28 U.S.C. §1367. Given that Plaintiff
11 alleges the same set of underlying facts against all Defendants, there can be no question that in the
12 event the Court determines the NPS to be the intended named defendant within Plaintiff's
13 Complaint, the FTCA applies, and the matter may only be brought in federal court against all
14 Defendants.

15 **VI. CONCLUSION**

16 Because all properly named Defendants are citizens of states that are completely diverse
17 from Plaintiff's state of citizenship and the Action involves an amount-in-controversy exceeding
18 \$75,000, the requirements for diversity jurisdiction removal under 28 U.S.C. §§1332(a) and
19 1441(a) are satisfied and this Court has original jurisdiction over the Action. In the alternative,
20 should the Court determine that the NPS was constructively named as a defendant within
21 Plaintiff's Complaint, removal remains proper based on federal question jurisdiction, pursuant to
22 28 U.S.C. §1441(a).

23 WHEREFORE, further proceedings in the Superior Court of the State of California,
24 County of Mariposa, within the matter entitled *Alvarez v. Yosemite National Park, et al.*, Case No.
25 11771, must be discontinued, and this action shall be removed to the United States District Court
26 for the Eastern District of California.

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1 This Notice and all Exhibits attached hereto are signed pursuant and subject to the
2 certification requirements of Rule 11 of the Federal Rules of Civil Procedure.

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5 DATED: September 26, 2022

WOOD, SMITH, HENNING & BERMAN LLP

6
7 By: 

8 THOMAS D. FAMA

MICHAEL G. KLINE

9 Attorneys for Defendants YOSEMITE HOSPITALITY,
10 LLC and ARAMARK CORPORATION (erroneously
11 sued as "Aramark")
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EXHIBIT A

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State, number, and address): VICTOR M. PEREZ 114381 PEREZ LAW FIRM 1304 W. CENTER AVENUE VISALIA, CA 93291 TELEPHONE NO.: (559) 625-2626 FAX NO. (Optional): (559) 625-3064 E-MAIL ADDRESS (Optional): theperezlawfirm1@aol.com ATTORNEY FOR (Name): JOHN ALVAREZ SR.	FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">MARIPOSA SUPERIOR COURT</div> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">JAN 18 2022</div> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">KM ESTEP</div> <div style="font-size: 1.2em; font-weight: bold; margin: 5px 0;">COURT CLERK</div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIPOSA STREET ADDRESS: 5088 Bullion Street MAILING ADDRESS: CITY AND ZIP CODE: Mariposa, CA 95338 BRANCH NAME:	CASE NUMBER: <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">117711</div>
PLAINTIFF: JOHN ALVAREZ SR. DEFENDANT: YOSEMITE NATIONAL PARK, YOSEMITE HOPITALITY, LLC; ARAMARK; BADGER PASS SKI AREA <input checked="" type="checkbox"/> DOES 1 TO 50	
COMPLAINT-Personal Injury, Property Damage, Wrongful Death <input type="checkbox"/> AMENDED (Number): Type (check all that apply): <input type="checkbox"/> MOTOR VEHICLE <input checked="" type="checkbox"/> OTHER (specify): <input type="checkbox"/> Property Damage <input type="checkbox"/> Wrongful Death <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other Damages (specify):	
Jurisdiction (check all that apply): <input type="checkbox"/> ACTION IS A LIMITED CIVIL CASE Amount demanded <input type="checkbox"/> does not exceed \$10,000 <input type="checkbox"/> exceeds \$10,000, but does not exceed \$25,000 <input checked="" type="checkbox"/> ACTION IS AN UNLIMITED CIVIL CASE (exceeds \$25,000) <input type="checkbox"/> ACTION IS RECLASSIFIED by this amended complaint <input type="checkbox"/> from limited to unlimited <input type="checkbox"/> from unlimited to limited	

1. Plaintiff (name or names): **JOHN ALVAREZ SR.**

alleges causes of action against defendant (name or names): **YOSEMITE NATIONAL PARK, YOSEMITE HOPITALITY, LLC; ARAMARK; BADGER PASS SKI AREA**

2. This pleading, including attachments and exhibits, consists of the following number of pages:

3. Each plaintiff named above is a competent adult

a. ☐ except plaintiff (name):

- (1) ☐ a corporation qualified to do business in California
- (2) ☐ an unincorporated entity (describe):
- (3) ☐ a public entity (describe):
- (4) ☐ a minor ☐ an adult
 - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
- (5) ☐ other (specify):

b. ☐ except plaintiff (name):

- (1) ☐ a corporation qualified to do business in California
- (2) ☐ an unincorporated entity (describe):
- (3) ☐ a public entity (describe):
- (4) ☐ a minor ☐ an adult
 - (a) ☐ for whom a guardian or conservator of the estate or a guardian ad litem has been appointed
 - (b) ☐ other (specify):
- (5) ☐ other (specify):

☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3.

 **COPY**

SHORT TITLE:

Alvarez vs. Yosemite National Park

CASE NUMBER:

11771

4. ☐ Plaintiff (name): JOHN ALVAREZ SR.

is doing business under the fictitious name (specify):

and has complied with the fictitious business name laws.

5. Each defendant named above is a natural person

a. ☒ except defendant (name):

YOSEMITE NATIONAL PARK

(1) ☐ a business organization, form unknown(2) ☐ a corporation(3) ☐ an unincorporated entity (describe):(4) ☒ a public entity (describe):

NATIONAL PARK

(5) ☐ other (specify):c. ☒ except defendant (name):

ARAMARK

(1) ☐ a business organization, form unknown(2) ☒ a corporation(3) ☐ an unincorporated entity (describe):(4) ☐ a public entity (describe):(5) ☐ other (specify):b. ☒ except defendant (name):

YOSEMITE HOSPITALITY LLC

(1) ☐ a business organization, form unknown(2) ☐ a corporation(3) ☐ an unincorporated entity (describe):(4) ☐ a public entity (describe):(5) ☒ other (specify):

A LIMITED LIABILITY CORPORATION

d. ☒ except defendant (name):

BADGER PASS SKI AREA

(1) ☒ a business organization, form unknown(2) ☐ a corporation(3) ☐ an unincorporated entity (describe):(4) ☐ a public entity (describe):(5) ☐ other (specify):☐ Information about additional defendants who are not natural persons is contained in Attachment 5.

6. The true names of defendants sued as Does are unknown to plaintiff.

a. ☒ Doe defendants (specify Doe numbers): 1-24 were the agents or employees of other named defendants and acted within the scope of that agency or employment.b. ☒ Doe defendants (specify Doe numbers): 25-50 are persons whose capacities are unknown to plaintiff.7. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names):

8. This court is the proper court because

a. ☐ at least one defendant now resides in its jurisdictional area.b. ☒ the principal place of business of a defendant corporation or unincorporated association is in its jurisdictional area.c. ☒ injury to person or damage to personal property occurred in its jurisdictional area.d. ☐ other (specify):9. ☐ Plaintiff is required to comply with a claims statute, anda. ☒ has complied with applicable claims statutes, orb. ☐ is excused from complying because (specify):

SHORT TITLE:

Alvarez vs. Yosemite National Park

CASE NUMBER:

117717

10. The following causes of action are attached and the statements above apply to each *(each complaint must have one or more causes of action attached)*:
- a. ☐ Motor Vehicle
 - b. ☒ General Negligence
 - c. ☐ Intentional Tort
 - d. ☐ Products Liability
 - e. ☒ Premises Liability
 - f. ☐ Other *(specify)* :
11. Plaintiff has suffered
- a. ☒ wage loss
 - b. ☐ loss of use of property
 - c. ☒ hospital and medical expenses
 - d. ☒ general damage
 - e. ☐ property damage
 - f. ☒ loss of earning capacity
 - g. ☐ other damage *(specify)* :
12. ☐ The damages claimed for wrongful death and the relationships of plaintiff to the deceased are
- a. ☐ listed in Attachment 12.
 - b. ☐ as follows:
13. The relief sought in this complaint is within the jurisdiction of this court.
14. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. (1) ☒ compensatory damages
 - (2) ☐ punitive damages
- The amount of damages is *(in cases for personal injury or wrongful death, you must check (1))*:
- (1) ☒ according to proof
 - (2) ☐ in the amount of: \$
15. ☒ The paragraphs of this complaint alleged on information and belief are as follows *(specify paragraph numbers)*:
6a, 6b

Date:

1-7-22

VICTOR M. PEREZ

(TYPE OR PRINT NAME)

SIGNATURE OF PLAINTIFF OR ATTORNEY

PLD-PI-001 (Rev. January 1, 2007)

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Damage, Wrongful Death

Page 3 of 3

Alvarez, John Sr.

SHORT TITLE:

Alvarez vs. Yosemite National Park

CASE NUMBER:

11771

FIRST

CAUSE OF ACTION - Premises Liability

Page 4

(number)

ATTACHMENT TO ☐ Complaint ☐ Cross-Complaint
 (Use a separate cause of action form for each cause of action.)

Prem.L-1. Plaintiff (name): JOHN ALVAREZ SR.

alleges the acts of defendants were the legal (proximate) cause of damages to plaintiff.

On (date): January 18, 2020

plaintiff was injured on the following premises in the following

fashion (description of premises and circumstances of injury):

Plaintiff and his family had just arrived at Badger Pass Ski Area located in Yosemite National Park and managed by Yosemite Hospitality LLC, a subsidiary of Aramark. Plaintiff had patronized this area on numerous prior occasions. During each previous visit, the common walking areas had been treated (with salt, sand, etc.). Unbeknownst to Plaintiff, on this day the areas had not been treated and were extremely slick and slippery due to ice. As Plaintiff walked in the area, he slipped on "black ice", causing him to fall and violently strike his head, rendering him unconscious. Plaintiff sustained these injuries as a result of Defendants' failure to maintain the parking lot in a safe manner or give patrons notice that the parking lot was unsafe to walk in. Plaintiff sustained a permanent brain injury which has altered his life forever.

Prem.L-2. ☒ **Count One-Negligence** The defendants who negligently owned, maintained, managed and operated the described premises were (names):
 YOSEMITE NATIONAL PARK, YOSEMITE HOSPITALITY LLC, ARAMARK, BADGER PASS SKI AREA

☒ Does 1 to 50

Prem.L-3. ☒ **Count Two-Willful Failure to Warn** [Civil Code section 846] The defendant owners who willfully or maliciously failed to guard or warn against a dangerous condition, use, structure, or activity were (names): YOSEMITE NATIONAL PARK, YOSEMITE HOSPITALITY LLC, ARAMARK, BADGER PASS SKI AREA

☒ Does 1 to 50Plaintiff, a recreational user, was ☐ an invited guest ☒ a paying guest.

Prem.L-4. ☒ **Count Three-Dangerous Condition of Public Property** The defendants who owned public property on which a dangerous condition existed were (names):
 YOSEMITE NATIONAL PARK, BADGER PASS SKI AREA

☒ Does 1 to 50a. ☒ The defendant public entity had ☐ actual ☒ constructive notice of the existence of the dangerous condition in sufficient time prior to the injury to have corrected it.b. ☐ The condition was created by employees of the defendant public entity.

Prem.L-5. a. ☒ **Allegations about Other Defendants** The defendants who were the agents and employees of the other defendants and acted within the scope of the agency were (names):
 YOSEMITE NATIONAL PARK, YOSEMITE HOSPITALITY LLC, ARAMARK, BADGER PASS SKI AREA

☒ Does 1 to 25b. ☐ The defendants who are liable to plaintiffs for other reasons and the reasons for their liability are☐ described in attachment Prem.L-5.b ☒ as follows (names):

YOSEMITE NATIONAL PARK, YOSEMITE HOSPITALITY LLC, ARAMARK, BADGER PASS SKI AREA

SHORT TITLE:

Alvarez vs. Yosemite National Park-

CASE NUMBER:

11771

SECOND

CAUSE OF ACTION- General Negligence

Page 5

(number)

ATTACHMENT TO ☐ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

GN-1. Plaintiff (name): JOHN ALVAREZ SR.

alleges that defendant (name): YOSEMITE NATIONAL PARK, YOSEMITE HOSPITALITY LLC
ARAMARK; BADGER PASS SKI AREA

☒ Does 1 to 50

was the legal (proximate) cause of damages to plaintiff. By the following acts or omissions to act, defendant negligently caused the damage to plaintiff

on (date): January 18, 2020

at (place): Badger Pass Ski Area, part of Yosemite National Park

(description of reasons for liability) :

On January 18, 2020, Plaintiff and his family had just arrived at Badger Pass Ski Area located in Yosemite National Park. Plaintiff was not an infrequent visitor to the area and had previously been there on numerous occasions. On all of those previous visits, the walking areas were treated with a substance (salt, sand, etc.) which rendered the walking areas safe. Unbeknownst to Plaintiff, on the date of this incident, the walking areas had not been treated in order to make it safe for visitors to walk on the area. As Plaintiff began walking in an untreated common area, he slipped on "black ice", causing him to fall and violently strike his head, rendering him unconscious. Plaintiff sustained these injuries as a result of Defendant's failure to maintain the parking lot in a safe manner or give patrons notice that the parking lot was unsafe to walk in.

When Plaintiff's son reached Plaintiff, Plaintiff was unconscious and bleeding from his head. Plaintiff was airlifted to U.C. Davis Medical Center in Sacramento, California, where he later regained consciousness. Plaintiff was subsequently diagnosed with severe head trauma, specifically a subdural hematoma and resulting permanent brain injury.

As a direct and proximate result of Defendant's actions, Plaintiff sustained permanent injuries and was forced to incur medical damages, wage loss and loss of earning capacity

Page 1 of 1

EXHIBIT B

SUMMONS
(CITACION JUDICIAL)

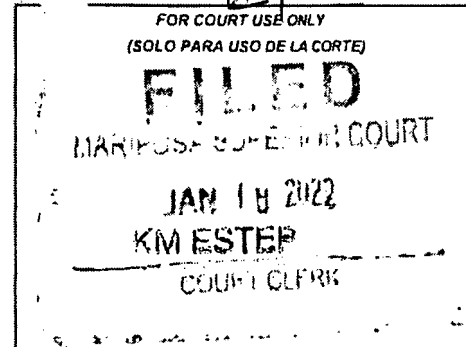
NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

YOSEMITE NATIONAL PARK, YOSEMITE HOSPITALITY LLC;
ARAMARK; BADGER PASS SKI AREA; and DOES 1 to 50

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JOHN ALVAREZ SR.



NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es):

MARIPOSA COUNTY SUPERIOR COURT

5088 Bullion Street

Mariposa, CA 95338

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

VICTOR M. PEREZ 114381 PEREZ LAW FIRM

1304 W. CENTER AVENUE (559) 625-2626

VISALIA, CA 93291

CASE NUMBER
(Número del caso): 117711

DATE: JAN 10 2022

(Fecha)

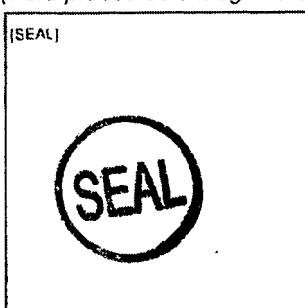
Clerk, by
(Secretario)

KM ESTEP

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):

3. ☒ on behalf of (specify): YOSEMITE HOSPITALITY LLC;

- under:
- ☐ CCP 416.10 (corporation)
 - ☐ CCP 416.20 (defunct corporation)
 - ☐ CCP 416.40 (association or partnership)
 - ☒ other (specify): CCP 17701.16

- ☐ CCP 416.60 (minor)
- ☐ CCP 416.70 (conservatee)
- ☐ CCP 416.90 (authorized person)

4. ☐ by personal delivery on (date):

EXHIBIT C

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State bar number, and address): VICTOR M. PEREZ 114381 PEREZ LAW FIRM 1304 W. CENTER AVENUE VISALIA, CA 93291 TELEPHONE NO.: (559) 625-2626 FAX NO. (Optional): (559) 625-3064 E-MAIL ADDRESS: theperezlawfirm1@aol.com ATTORNEY FOR (Name): JOHN ALVAREZ SR.		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-weight: bold; margin: 5px 0;">MARIPOSA SUPERIOR COURT</div> <div style="font-weight: bold; margin: 5px 0;">JAN 10 2022</div> <div style="font-weight: bold; margin: 5px 0;">KM ESTEP</div> <div style="margin: 5px 0;">COURT CLERK</div>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF MARIPOSA STREET ADDRESS 5088 Bullion Street MAILING ADDRESS CITY AND ZIP CODE: Mariposa, CA 95338 BRANCH NAME:		
CASE NAME: Alvarez vs. Yosemite National Park		

CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: 11771 JUDGE: DEPT.:
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Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:

- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|

3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☐ punitive

4. Number of causes of action (specify): **2**

5. This case ☐ is ☒ is not a class action suit.

6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: **1-7-22**

VICTOR M. PEREZ

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

11771

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) *(if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)*

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability *(not asbestos or toxic/environmental)* (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) *(not civil harassment)* (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice *(not medical or legal)*
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract *(not unlawful detainer or wrongful eviction)*
Contract/Warranty Breach—Seller Plaintiff *(not fraud or negligence)*
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage *(not provisionally complex)* (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property *(not eminent domain, landlord/tenant, or foreclosure)*

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) *(if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)*

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims *(arising from provisionally complex case type listed above)* (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment *(non-domestic relations)*
Sister State Judgment
Administrative Agency Award *(not unpaid taxes)*
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint RICO (27)

Other Complaint *(not specified above)* (42)
Declaratory Relief Only
Injunctive Relief Only *(non-harassment)*
Mechanics Lien
Other Commercial Complaint Case *(non-tort/non-complex)*
Other Civil Complaint *(non-tort/non-complex)*

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition *(not specified above)* (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief from Late Claim
Other Civil Petition

EXHIBIT D

Superior Court of California, County of Mariposa

**Alternative Dispute Resolution (ADR)
Information Guide**

Adapted from the Administrative Office of the Courts' publication:
"Alternative Dispute Resolution, *Options for Resolving Your Dispute*"

ADR INFORMATION GUIDE

There Are Alternatives to Going to Trial

Did you know that 95 percent of all civil cases filed in court were resolved without going to trial? Many people use processes other than trial to resolve their disputes. These alternative processes, known as Alternative Dispute Resolution or ADR, are typically less formal and adversarial than trial, and many use a problem-solving approach to help the parties reach agreement. Because of these potential advantages, it is worth considering using ADR early in a lawsuit, or even before you file a lawsuit.

Potential Advantage of ADR

Here are some potential advantages of using ADR:

- 1) **Saves Time:** A dispute often can be settled or resolved much sooner with ADR.
- 2) **Saves Money:** When cases are resolved earlier through ADR, the parties may save some of the money they would have spent on attorney fees, court costs, and experts' fees.
- 3) **Increases Control Over the Process and the Outcome:** In ADR, parties typically play a greater role in shaping both the process and its outcome. In most ADR processes, parties have the opportunity to tell their side of the story as they do at trial. Some ADR processes, such as mediation, allow the parties to fashion creative resolutions that are not available in a trial. Other ADR Processes, such as arbitration, allow the parties to choose a qualified person or expert in a particular field to decide the dispute.
- 4) **Preserves Ongoing Relationships:** ADR can be a less adversarial way to resolve a dispute. For example, an experienced mediator can help the parties effectively communicate their needs and point of view to the other side. This can be an important advantage where the parties have a relationship to preserve such as in cases involving a business partner, family member or customer-vendor relationship.
- 5) **Increases Satisfaction:** In trial, there is typically a winner and a loser. The loser is not likely to be happy, and in some cases the winner may not be completely satisfied with the outcome. ADR can help the parties find win-win solutions and achieve their respective goals. This, along with other potential advantages of ADR, may increase the parties' overall satisfaction with both the dispute resolution process and the outcome.
- 6) **Fosters Attorney-Client Relationships:** Parties and Attorneys may also benefit from ADR by exploring their roles as problem-solvers and counselors rather than merely acting as adversaries. Quick, cost-effective, and satisfying resolutions are likely to produce happier parties and stronger relationships with their attorneys.

What Are the ADR Options?

The most commonly used ADR processes are Mediation, Arbitration, Neutral Case Evaluation, and Settlement Conferences. Each of these ADR processes is described below.

➤ Mediation

In mediation, an impartial person called a “mediator” helps the parties try to reach a mutually acceptable resolution of the dispute. The mediator does not decide the dispute but helps the parties communicate so they can settle the dispute themselves. Mediation leaves control of the outcome with the parties.

Mediation may be particularly useful when parties have a relationship they want to preserve. So when family members, neighbors, or business partners have a dispute, mediation may be the ADR process to use. Mediation is also effective when emotions are getting in the way of resolution. An effective mediator can listen to the parties and help them communicate in an effective and nondestructive manner.

➤ Arbitration

In arbitration, a neutral person called an “arbitrator” hears arguments and evidence from each side and then decides the outcome of the dispute. Arbitration is typically less formal than a trial, and the rules of evidence may be relaxed.

Arbitration may be either “binding” or “non-binding.” Binding arbitration means that the parties waive their right to a trial and agree to accept the arbitrator’s decision as final. Generally, there is no right to appeal an arbitrator’s decision. Non-binding arbitration means that the parties are free to request a trial if they do not accept the arbitrator’s decision. Arbitrations may also be used to set maximum and minimum awards, known as high-low arbitrations. This allows the plaintiff to have a guaranteed minimum recovery and defendant to rely on a guaranteed absolute maximum exposure, regardless of how the arbitration unfolds.

Cases for Which Arbitration May be Appropriate: Arbitration is best for cases where the parties want another person to decide the outcome of their dispute for them but would like to avoid the formality, time, and expense of a trial. It may also be appropriate for complex matters where the parties want a decision-maker who has training or experience in the subject matter of the dispute.

➤ Neutral Case Evaluation

In Neutral Case Evaluation, each party gets a chance to present the case to a neutral person called an “evaluator.” The evaluator then gives an opinion on the strengths and weaknesses of each party’s evidence and arguments and about how the dispute could be resolved. The evaluator is often an expert in the subject matter of the dispute. Although the evaluator’s opinion is not binding, the parties typically use it as a base for trying to negotiate a resolution of the dispute. Even if not successful in resolving the case, Neutral Case Evaluation can lead to use of other ADR procedures, such as arbitration or mediation, especially when undertaken early in the litigation.

Cases for Which Neutral Case Evaluation May Be Appropriate:

Neutral Case Evaluation is appropriate for most cases, and may be most useful in cases that involve technical issues that require special expertise to resolve or in cases that the only significant issue is the amount of damages.

➤ **Settlement Conferences**

Settlement Conferences may be either mandatory or voluntary. In both types of Settlement Conferences, the parties and their attorneys meet with a judge or a neutral person called a "settlement officer" to discuss possible settlement of their dispute. The judge or settlement officer does not make a decision in the case but assists the parties in evaluating the strengths and weaknesses of the case and in negotiating a settlement. Settlement Conferences are appropriate in any case where settlement is an option. Mandatory Settlement Conferences are often held close to the date a case is set for trial.

Serving the ADR Information Packet

The ADR Information Packet, which is provided to all plaintiffs initiating a lawsuit, consists of: 1) The ADR Information Guide, and 2) The ADR Stipulation Form. The Plaintiff must serve a copy of the ADR Packet on each defendant with the complaint. Cross-complainants must serve a copy of the ADR Packet on all new Cross-defendants with the cross-complaint.

EXHIBIT E

People Finder - Historic Tracker Record

Source Information

Information Current 08/31/2022
 Through:
 Database Last Updated: 09/05/2022
 Update Frequency: MONTHLY
 Current Date: 09/26/2022
 Source: TRANS UNION

Last Known Address Information

Current Address: 1825 ELGIN ST
 OROVILLE, CA
 95966-5921
 Phone Number 1: 831-758-1641
 Phone Number 2: 386-760-2129
 Address First Reported: 07/31/2019

Individual Information

Name: ALVAREZ, JOHN LUIS, SR
 Also Known ALVAREZ, JOHN LUIS
 As: ALVAREZ, JOHN
 ALVAREZ, JOHN L
 ALVAREZ, JOHN L
 SSN: 557-80-XXXX
 Date of Birth: 02/XX/1954
 On File Since: 09/01/1976

Other Address Information

Previous Address: 2335 CHEIM BL 4
 MARYSVILLE, CA
 95901-3566
 Phone Number 1: 559-763-4345
 Phone Number 2: 386-322-9526
 Address First Reported: 07/01/2016
 Previous Address: 320 J ST
 ORANGE COVE, CA
 93646-2485
 Phone Number 1: 559-626-0611
 Phone Number 2: 530-743-7296
 Address First Reported: 12/01/2013
 Previous Address: 2335 CHEIM BL
 MARYSVILLE, CA
 95901-3566
 Phone Number 1: 530-743-6986
 Address First Reported: 03/17/2008
 Previous Address: 2086 VIRGILIA LN
 OLIVEHURST, CA
 95961-7520
 Address First Reported: 07/18/2001
 Previous Address: 906 CLARK AV
 YUBA CITY, CA
 95991-3816
 Address First Reported: 07/18/2001
 Previous Address: 3922 BIGLOW DR
 OLIVEHURST, CA
 95961-4413
 Address First Reported: 07/18/2001
 Previous Address: 869 CLARK AV 315
 YUBA CITY, CA
 95991-3857

Address First Reported:	07/18/2001
Previous Address:	1131 GRAND AV OLIVEHURST, CA 95961-8171
Address First Reported:	11/13/2000
Previous Address:	1723 HUSTON ST MARYSVILLE, CA 95901-3914
Address First Reported:	02/01/1999
Previous Address:	2465 MAPLE ST SUTTER, CA 95982-2222
Address First Reported:	10/01/1998

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End of Document

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EXHIBIT F

**LIMITED LIABILITY COMPANY AGREEMENT
OF
YOSEMITE HOSPITALITY, LLC**

A Delaware Limited Liability Company

THIS LIMITED LIABILITY COMPANY AGREEMENT (the “Agreement”) of **Yosemite Hospitality, LLC** (the “Company”), dated and effective as of **November 6, 2014** is entered into by the undersigned to form a limited liability company under the laws of the State of Delaware for the purposes and upon the terms and conditions hereinafter set forth.

RECITALS

WHEREAS, Aramark Sports and Entertainment Services, LLC (“ASES”) is the sole member of the Company; and

WHEREAS, ASES desires that the Agreement be the sole governing document of the Company

The Agreement is therefore set forth as follows:

**ARTICLE I
DEFINITIONS**

Section 1.1 Definitions. Whenever used in this Agreement the following terms shall have the meanings respectively assigned to them in this Article I unless otherwise expressly provided herein or unless the context otherwise requires:

Act. “Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., as amended from time to time.

Agreement. “Agreement” shall mean this Limited Liability Company Agreement of the Company as the same may be amended or restated from time to time in accordance with its terms.

Company. “Company” shall mean **Yosemite Hospitality, LLC**, a Delaware limited liability company formed pursuant to the Act and this Agreement.

Member. “Member” shall mean **Aramark Sports and Entertainment Services, LLC** and any person or entity hereafter admitted to the Company as a member of the Company as provided in this Agreement.

**ARTICLE II
FORMATION OF THE COMPANY**

2.1. Formation of Limited Liability Company. ASES has (a) organized the Company pursuant to the Act and (b) caused a Certificate of Formation to be filed with the Secretary of State, and the Secretary of State has returned a certified copy.

2.2. Business Purpose. The Company is organized for the purposes of engaging in any lawful act or activity for which limited liability companies may be organized under the Act.

2.3. Period of Duration. The term of the Company shall continue in perpetuity, unless the Company is earlier dissolved pursuant to law or the provisions of this Agreement.

2.4. Foreign Qualification. The Company shall perform such acts as may be necessary or appropriate to register the Company as a foreign limited liability company authorized to do business in such jurisdictions as the Company shall deem necessary or appropriate in connection with the business of the Company.

ARTICLE III
REGISTERED AGENT AND REGISTERED OFFICE

3.1. Registered Agent and Registered Office. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

ARTICLE IV
CAPITAL CONTRIBUTIONS

4.1. Initial Capital. ASES has contributed cash or property of an agreed value as set forth in the books and records of the Company.

ARTICLE V
MEMBERS, OFFICERS, CONSENT

5.1. Members. Upon execution of this Agreement, ASES is admitted as the sole member of the Company. New members of the company may be admitted upon the written consent of ASES.

5.2. Management. Except as otherwise specifically provided in this Agreement, ASES shall have the authority to, and shall, conduct the affairs of the Company.

5.3. Authorized Person. Any officer of the Company is designated as an authorized person, within the meaning of the Act, to execute, deliver and file, or to cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed in the office of the Secretary of State of the State of Delaware and all acts committed in furtherance thereof are ratified.

5.4 Officers.

(a) ASES shall appoint a President, one or more vice presidents, a Secretary and a Treasurer, and shall from time to time appoint such other officers as it may deem proper.

(b) The term of office of all officers shall be until their respective successors are chosen and qualified, but any officer may be removed from office at any time by ASES without cause assigned.

(c) The President, vice president and the Treasurer of the Company, and each of them, are hereby delegated the power, authority and responsibility of the day-to-day management, administrative, financial and implementive acts of the Company's business, and each of them shall have the right and power to bind the Company and to make the final determination on questions relative to the usual and customary daily business decisions, affairs and acts of the Company.

Except as otherwise specifically provided in this Agreement, the officers shall have such duties as usually pertain to their offices except as modified by ASES, and shall also have such powers and duties as may from time to time be conferred upon them by ASES.

5.5. Method of Giving Consent. Any consent of a member required by this Agreement may be given by a written consent.

ARTICLE VI
DISSOLUTION

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6.1 Dissolution. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act; or (iii) at any time there are no Members of the Company, unless the Company is continued in accordance with the Act or this Agreement.

(Signature page follows.)

IN WITNESS WHEREOF, the member has hereunto set its hand as of the day and year first above written.

Aramark Sports and Entertainment Services, LLC Sole Member

By: /s/ Patricia A. Rapone

Patricia A. Rapone, Vice President

EXHIBIT G

**LIMITED LIABILITY COMPANY AGREEMENT
OF
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, LLC
A Delaware Limited Liability Company**

THE UNDERSIGNED is executing this Limited Liability Company Agreement (the “Agreement”) dated as of April 9, 2007 for the purpose of (i) effectuating the conversion (the “Conversion”) of ARAMARK Sports and Entertainment Services, Inc., a Delaware corporation (the “Converted Corporation”), to a Delaware limited liability company (the “Company”), and (ii) adopting a limited liability company agreement for the governance of the business and affairs of the Company, each pursuant to the provisions of the Act (as defined below).

1. Name; Formation. The name of the Company shall be **ARAMARK Sports and Entertainment Services, LLC** or such other name as the Member may from time to time hereafter designate. The Company constitutes a continuation of the existence of the Converted Corporation in the form of a Delaware limited liability company. In accordance with Section 18-214(b) of the Act, the Certificate of Conversion (converting the Converted Corporation to the Company) and the Certificate of Formation of the Company have been duly executed by a Member or other person designated by a Member or by any officer, agent or employee of the registered agent of the Company in the State of Delaware (any such person being an authorized person to take such action) and filed in the Office of the Secretary of State of the State of Delaware. As provided in Section 18-214(d) of the Act, the existence of the Company is deemed to have commenced on February 28, 1966, the date the Converted Corporation was originally organized under the laws of the State of Delaware.

2. Definitions. Whenever used in this Agreement the following terms shall have the meanings respectively assigned to them in this Section 2 unless otherwise expressly provided herein or unless the context otherwise requires:

Act. “Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., as amended from time to time.

Agreement. “Agreement” shall mean this Limited Liability Company Agreement of the Company as the same may be amended or restated from time to time in accordance with its terms.

Company. “Company” shall mean ARAMARK Sports and Entertainment Services, LLC, a Delaware limited liability company formed pursuant to the Act and this Agreement.

Member. “Member” shall mean ARAMARK/HMS, LLC and any person or entity hereafter admitted to the Company as a member of the Company as provided in this Agreement.

3. Business Purpose. The Company is organized for the purposes of engaging in any lawful act or activity for which limited liability companies may be organized under the Act.

4. Period of Duration. The term of the Company shall continue in perpetuity, unless the Company is earlier dissolved pursuant to law or the provisions of this Agreement.

5. Foreign Qualification. The Company shall perform such acts as may be necessary or appropriate to register the Company as a foreign limited liability company authorized to do business in such jurisdictions as the Company shall deem necessary or appropriate in connection with the business of the Company.

6. Registered Agent and Registered Office. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

7. Members. Upon the effectiveness of the Conversion, ARAMARK/HMS, LLC a Delaware limited liability company, formerly, ARAMARK/HMS Company, a Delaware corporation and the sole stockholder of the Converted Company prior to conversion ("ARAMARK"), is admitted as the Sole Member of the Company. New Members of the Company may be admitted upon the written consent of ARAMARK.

8. Capital Contribution. The cash, property or services previously contributed by ARAMARK to the Converted Corporation, the identified and agreed value of which are recorded in the books and records of the Company, constitute the capital contribution of ARAMARK to the Company. ARAMARK shall have no obligation to make any further capital contributions to the Company. Persons or entities hereafter admitted as Members of the Company shall make such contributions of cash, property or services to the Company as shall be determined by ARAMARK at the time of each such admission.

9. Management. Except as otherwise specifically provided in this Agreement, ARAMARK shall have the authority to, and shall, conduct the affairs of the Company.

10. Authorized Person. Any officer of the Company is designated as an authorized person, within the meaning of the Act, to execute, deliver and file, or to cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed in the office of the Secretary of State of the State of Delaware and all acts committed in furtherance thereof are ratified.

11. Officers.

(a) ARAMARK shall appoint a President, one or more vice presidents, a Secretary and a Treasurer, and shall from time to time appoint such other officers as it may deem proper.

(b) The term of office of all officers shall be until their respective successors are chosen and qualified, but any officer may be removed from office at any time by ARAMARK without cause assigned.

(c) The President, vice president and the Treasurer of the Company, and each of them, are hereby delegated the power, authority and responsibility of the day-to-day management, administrative, financial and implementive acts of the Company's business, and each of them shall have the right and power to bind the Company and to make the final determination on questions relative to the usual and customary daily business decisions, affairs and acts of the Company.

Except as otherwise specifically provided in this Agreement, the officers shall have such duties as usually pertain to their offices except as modified by ARAMARK, and shall also have such powers and duties as may from time to time be conferred upon them by ARAMARK.

12. Method of Giving Consent. Any consent of a Member required by this Agreement may be given by a written consent.

13. Dissolution. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act; or (iii) at any time there are no Members of the Company, unless the Company is continued in accordance with the Act or this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Member has hereunto set its hand as of the day and year first above written.

ARAMARK/HMS, LLC

Sole Member

By /s/ Alexander P. Marino

Alexander P. Marino

Vice President

EXHIBIT H

EX-3.92 91 dex392.htm LIMITED LIABILITY COMPANY AGT OF ARAMARK/HMS, LLC

Exhibit 3.92

LIMITED LIABILITY COMPANY AGREEMENT
OF
ARAMARK/HMS, LLC
A Delaware Limited Liability Company

THE UNDERSIGNED is executing this Limited Liability Company Agreement (the “Agreement”) dated as of April 4, 2007 for the purpose of (i) effectuating the conversion (the “Conversion”) of ARAMARK/HMS Company a Delaware corporation (the “Converted Corporation”), to a Delaware limited liability company (the “Company”), and (ii) adopting a limited liability company agreement for the governance of the business and affairs of the Company, each pursuant to the provisions of the Act (as defined below).

1. Name; Formation. The name of the Company shall be **ARAMARK/HMS, LLC** or such other name as the Member may from time to time hereafter designate. The Company constitutes a continuation of the existence of the Converted Corporation in the form of a Delaware limited liability company. In accordance with Section 18-214(b) of the Act, the Certificate of Conversion (converting the Converted Corporation to the Company) and the Certificate of Formation of the Company have been duly executed by a Member or other person designated by a Member or by any officer, agent or employee of the registered agent of the Company in the State of Delaware (any such person being an authorized person to take such action) and filed in the Office of the Secretary of State of the State of Delaware. As provided in Section 18-214(d) of the Act, the existence of the Company is deemed to have commenced on October 4, 1994, the date the Converted Corporation was originally organized under the laws of the State of Delaware.

2. Definitions. Whenever used in this Agreement the following terms shall have the meanings respectively assigned to them in this Section 2 unless otherwise expressly provided herein or unless the context otherwise requires:

Act. “Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., as amended from time to time.

Agreement. “Agreement” shall mean this Limited Liability Company Agreement of the Company as the same may be amended or restated from time to time in accordance with its terms.

Company. “Company” shall mean ARAMARK/HMS, LLC, a Delaware limited liability company formed pursuant to the Act and this Agreement.

Member. “Member” shall mean ARAMARK Sports and Entertainment Group, LLC and any person or entity hereafter admitted to the Company as a member of the Company as provided in this Agreement.

3. Business Purpose. The Company is organized for the purposes of engaging in any lawful act or activity for which limited liability companies may be organized under the Act.
4. Period of Duration. The term of the Company shall continue in perpetuity, unless the Company is earlier dissolved pursuant to law or the provisions of this Agreement.
5. Foreign Qualification. The Company shall perform such acts as may be necessary or appropriate to register the Company as a foreign limited liability company authorized to do business in such jurisdictions as the Company shall deem necessary or appropriate in connection with the business of the Company.
6. Registered Agent and Registered Office. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.
7. Members. Upon the effectiveness of the Conversion, ARAMARK Sports and Entertainment Group, LLC, a Delaware limited liability company, formerly, ARAMARK Sports and Entertainment Group, Inc., a Delaware Corporation and the sole stockholder of the Converted Company prior to conversion ("ARAMARK"), is admitted as the Sole Member of the Company. New Members of the Company may be admitted upon the written consent of ARAMARK.
8. Capital Contribution. The cash, property or services previously contributed by ARAMARK to the Converted Corporation, the identified and agreed value of which are recorded in the books and records of the Company, constitute the capital contribution of ARAMARK to the Company. ARAMARK shall have no obligation to make any further capital contributions to the Company. Persons or entities hereafter admitted as Members of the Company shall make such contributions of cash, property or services to the Company as shall be determined by ARAMARK at the time of each such admission.
9. Management. Except as otherwise specifically provided in this Agreement, ARAMARK shall have the authority to, and shall, conduct the affairs of the Company.
10. Authorized Person. Any officer of the Company is designated as an authorized person, within the meaning of the Act, to execute, deliver and file, or to cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed in the office of the Secretary of State of the State of Delaware and all acts committed in furtherance thereof are ratified.

11. Officers.

(a) ARAMARK shall appoint a President, one or more vice presidents, a Secretary and a Treasurer, and shall from time to time appoint such other officers as it may deem proper.

(b) The term of office of all officers shall be until their respective successors are chosen and qualified, but any officer may be removed from office at any time by ARAMARK without cause assigned.

(c) The President, vice president and the Treasurer of the Company, and each of them, are hereby delegated the power, authority and responsibility of the day-to-day management, administrative, financial and implementive acts of the Company's business, and each of them shall have the right and power to bind the Company and to make the final determination on questions relative to the usual and customary daily business decisions, affairs and acts of the Company.

Except as otherwise specifically provided in this Agreement, the officers shall have such duties as usually pertain to their offices except as modified by ARAMARK, and shall also have such powers and duties as may from time to time be conferred upon them by ARAMARK.

12. Method of Giving Consent. Any consent of a Member required by this Agreement may be given by a written consent.

13. Dissolution. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act; or (iii) at any time there are no Members of the Company, unless the Company is continued in accordance with the Act or this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Member has hereunto set its hand as of the day and year first above written.

ARAMARK Sports and Entertainment Group, LLC
Sole Member

By /s/ Alexander P. Marino

Alexander P. Marino
Vice President

EXHIBIT I

**LIMITED LIABILITY COMPANY AGREEMENT
OF
ARAMARK SPORTS AND ENTERTAINMENT GROUP, LLC
A Delaware Limited Liability Company**

THE UNDERSIGNED is executing this Limited Liability Company Agreement (the “Agreement”) dated as of April 2, 2007 for the purpose of (i) effectuating the conversion (the “Conversion”) of ARAMARK Sports and Entertainment Group, Inc., a Delaware corporation (the “Converted Corporation”), to a Delaware limited liability company (the “Company”), and (ii) adopting a limited liability company agreement for the governance of the business and affairs of the Company, each pursuant to the provisions of the Act (as defined below).

1. Name; Formation. The name of the Company shall be ARAMARK Sports and Entertainment Group, LLC, or such other name as the Member may from time to time hereafter designate. The Company constitutes a continuation of the existence of the Converted Corporation in the form of a Delaware limited liability company. In accordance with Section 18-214(b) of the Act, the Certificate of Conversion (converting the Converted Corporation to the Company) and the Certificate of Formation of the Company have been duly executed by a Member or other person designated by a Member or by any officer, agent or employee of the registered agent of the Company in the State of Delaware (any such person being an authorized person to take such action) and filed in the Office of the Secretary of State of the State of Delaware. As provided in Section 18-214(d) of the Act, the existence of the Company is deemed to have commenced on September 1, 1989, the date the Converted Corporation was originally organized under the laws of the State of Delaware.

2. Definitions. Whenever used in this Agreement the following terms shall have the meanings respectively assigned to them in this Section 2 unless otherwise expressly provided herein or unless the context otherwise requires:

Act. “Act” shall mean the Delaware Limited Liability Company Act, 6 Del. C. §§ 18-101 et seq., as amended from time to time.

Agreement. “Agreement” shall mean this Limited Liability Company Agreement of the Company as the same may be amended or restated from time to time in accordance with its terms.

Company: “Company” shall mean ARAMARK Sports and Entertainment Group, LLC, a Delaware limited liability company formed pursuant to the Act and this Agreement.

Member: “Member” shall mean ARAMARK Corporation and any person or entity hereafter admitted to the Company as a member of the Company as provided in this Agreement.

3. Business Purpose. The Company is organized for the purposes of engaging in any lawful act or activity for which limited liability companies may be organized under the Act.

4. Period of Duration. The term of the Company shall continue in perpetuity, unless the Company is earlier dissolved pursuant to law or the provisions of this Agreement.

5. Foreign Qualification. The Company shall perform such acts as may be necessary or appropriate to register the Company as a foreign limited liability company authorized to do business in such jurisdictions as the Company shall deem necessary or appropriate in connection with the business of the Company.

6. Registered Agent and Registered Office. The name and address of the registered agent for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801. The registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, Delaware 19801.

7. Members. Upon the effectiveness of the Conversion, ARAMARK Corporation, formerly known as ARAMARK Services, Inc., a Delaware Corporation and the sole stockholder of the Converted Company prior to conversion ("ARAMARK"), is admitted as the Sole Member of the Company. New Members of the Company may be admitted upon the written consent of ARAMARK.

8. Capital Contribution. The cash, property or services previously contributed by ARAMARK to the Converted Corporation, the identified and agreed value of which are recorded in the books and records of the Company, constitute the capital contribution of ARAMARK to the Company. ARAMARK shall have no obligation to make any further capital contributions to the Company. Persons or entities hereafter admitted as Members of the Company shall make such contributions of cash, property or services to the Company as shall be determined by ARAMARK at the time of each such admission.

9. Management. Except as otherwise specifically provided in this Agreement, ARAMARK shall have the authority to, and shall, conduct the affairs of the Company.

10. Authorized Person. Any officer of the Company is designated as an authorized person, within the meaning of the Act, to execute, deliver and file, or to cause the execution, delivery and filing of, all certificates (and any amendments and/or restatements thereof) required or permitted by the Act to be filed in the office of the Secretary of State of the State of Delaware and all acts committed in furtherance thereof are ratified.

11. Officers.

(a) ARAMARK shall appoint a President, one or more vice presidents, a Secretary and a Treasurer, and shall from time to time appoint such other officers as it may deem proper.

(b) The term of office of all officers shall be until their respective successors are chosen and qualified, but any officer may be removed from office at any time by ARAMARK without cause assigned.

(c) The President, vice president and the Treasurer of the Company, and each of them, are hereby delegated the power, authority and responsibility of the day-to-day management, administrative, financial and implementive acts of the Company's business, and each of them shall have the right and power to bind the Company and to make the final determination on questions relative to the usual and customary daily business decisions, affairs and acts of the Company.

Except as otherwise specifically provided in this Agreement, the officers shall have such duties as usually pertain to their offices except as modified by ARAMARK, and shall also have such powers and duties as may from time to time be conferred upon them by ARAMARK.

12. Method of Giving Consent. Any consent of a Member required by this Agreement may be given by a written consent.

13. Dissolution. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member (ii) the entry of a decree of judicial dissolution under Section 18-802 of the Act; or (iii) at any time there are no Members of the Company, unless the Company is continued in accordance with the Act or this Agreement.

(Signature page follows)

IN WITNESS WHEREOF, the Member has hereunto set its hand as of the day and year first above written.

ARAMARK Corporation
Sole Member

By /s/ Michael J. O'Hara
Michael O'Hara
Vice President

EXHIBIT J



Department of State: Division of Corporations

[Allowable Characters](#)

HOME

Entity Details

THIS IS NOT A STATEMENT OF GOOD STANDING

File Number:	3408532	Incorporation Date / Formation Date:	6/28/2001 (mm/dd/yyyy)
Entity Name:	ARAMARK CORPORATION		
Entity Kind:	Corporation	Entity Type:	General
Residency:	Domestic	State:	DELAWARE

[REGISTERED AGENT INFORMATION](#)

Name:	THE CORPORATION TRUST COMPANY		
Address:	CORPORATION TRUST CENTER 1209 ORANGE ST		
City:	WILMINGTON	County:	New Castle
State:	DE	Postal Code:	19801
Phone:	302-658-7581		

Additional Information is available for a fee. You can retrieve Status for a fee of \$10.00 or more detailed information including current franchise tax assessment, current filing history and more for a fee of \$20.00.

Would you like ☐ Status ☐ Status, Tax & History Information

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Aramark Corp

SEC CIK #0000757523

SEC.report (<https://sec.report>) › / CIK (<https://sec.report/CIK>) ›

/ Aramark Corp (<https://sec.report/CIK/0000757523>)

Aramark Corp is a incorporated in the state of Delaware. Aramark Corp is primarely in the business of retail-eating places. For financial reporting, their fiscal year ends on September 27th. This page includes all SEC registration details as well as a list of all documents (S-1, Prospectus, Current Reports, 8-K, 10K, Annual Reports) filed by Aramark Corp.

Company Details

Reporting File Number	001-08827
State of Incorporation	DELAWARE
Fiscal Year End	09-27
Date of Edgar Filing Update	2005-07-27
SIC	5812 [RETAIL-EATING PLACES]
Business Address	THE ARA TOWER 1101 MARKET ST PHILADELPHIA PA 19107
Business Phone	2152383000
Mailing Address	ARA GROUP INC 1101 MARKET STREET PHILADELPHIA PA 19107
NCAGE Code show more	1TP18(https://cage.report/NCAGE/1TP18) ARAMARK CORP (https://cage.report/NCAGE/1TP18)

CAGE Code [show more](#)0SNT1(<https://cage.report/CAGE/0SNT1>)

ARAMARK CORPORATION

(<https://cage.report/CAGE/0SNT1>) ARAMARK

ARAMARK UNIFORM SERVICES

DUNS [show more](#)125347968([https://cage.r ARAMARK CORPORATION
eport/DUNS/125347968](https://cage.report/DUNS/125347968))

SEC Alt

0001144528([https://sec.report/CARAMARK CORP/DE
IK/0001144528](https://sec.report/CARAMARK CORP/DEIK/0001144528))

-Documents

Email Notifications



(/CIK/0000757523.rss)

Form	Title	Date
SC 13G	Ownership Acquisition Statement (/Document/0000947871-16-000980/)	2016-02-16 14:28:10
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-07-002192/)	2007-02-14 17:01:03
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-07-002181/)	2007-02-14 16:54:01
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-07-002153/)	2007-02-14 16:06:49
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-07-002151/)	2007-02-14 16:04:03
25-NSE	Delisting (/Document/0000876661-07-000118/)	2007-01-30 13:58:15
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0001287726-06-000072/)	2006-09-08 16:22:21
SC 13G	Ownership Acquisition Statement (/Document/0000909518-06-000742/)	2006-08-03 16:59:37
SC 13D	Acquisition Statement (/Document/0000899140-06-000716/)	2006-05-11 17:11:08
3	Security Ownership Statement (/Document/0000899140-06-000715/)	2006-05-11 17:10:31
3	Security Ownership Statement (/Document/0001144204-06-019575/)	2006-05-11 17:10:00
SC 13D	Acquisition Statement (/Document/0001144204-06-019571/)	2006-05-11 17:08:41
3	Security Ownership Statement (/Document/0001144204-06-019567/)	2006-05-11 17:06:44
SC 13D	Acquisition Statement (/Document/0001144204-06-019561/)	2006-05-11 17:04:19
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0001085059-06-000048/)	2006-02-14 19:15:40
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0001085059-06-000047/)	2006-02-14 19:15:17

SC 13G	Ownership Acquisition Statement (/Document/0001287726-06-000007/)	2006-02-03 17:22:18
SC 13G	Ownership Acquisition Statement (/Document/0000950123-05-004268/)	2005-04-08 17:10:46
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-05-004267/)	2005-04-08 17:09:15
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-05-001764/)	2005-02-14 14:35:18
SC 13G	Ownership Acquisition Statement (/Document/0000912938-05-000100/)	2005-02-01 14:17:12
15-12B	Notice of termination of registration of a class of securities under Section 12(b) (/Document/0001193125-05-000743/)	2005-01-04 12:02:07
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-04-001822/)	2004-02-17 06:05:09
SC 13G	Ownership Acquisition Statement (/Document/0000912938-04-000132/)	2004-02-11 07:00:55
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000732892-03-000012/)	2003-02-14 18:06:44
SC 13G	Ownership Acquisition Statement (/Document/0000898432-03-000228/)	2003-02-13 14:39:25
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000315066-03-001362/)	2003-02-13 12:38:17
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000950123-03-001266/)	2003-02-12 14:29:23
SC 13G	Ownership Acquisition Statement (/Document/0001169232-03-000448/)	2003-01-27 16:17:13
ARS	Annual Report (/Document/9999999997-03-000543/)	2003-01-07 15:03:35
SC 13G	Ownership Acquisition Statement (/Document/0000912938-02-000628/)	2002-08-13 10:21:44
SC 13G	Ownership Acquisition Statement (/Document/0000812295-02-000155/)	2002-07-10 16:04:49
SC 13G/A	Ownership Acquisition Statement [Amended] (/Document/0000315066-02-001690/)	2002-05-10 09:00:38
SC 13G	Ownership Acquisition Statement (/Document/0000732892-02-000010/)	2002-02-15 00:00:00
SC 13G	Ownership Acquisition Statement (/Document/0000315066-02-000414/)	2002-02-13 00:00:00
SC 13G	Ownership Acquisition Statement (/Document/0000912057-02-005295/)	2002-02-12 00:00:00
S-8 POS	Employee Benefit Plan Security Offering (/Document/0000950130-01-506099/)	2001-12-17 00:00:00
8-K	Current Report (/Document/0000928385-01-502748/)	2001-12-10 00:00:00
SC 13G	Ownership Acquisition Statement (/Document/0000950116-01-501223/)	2001-12-03 00:00:00
425	Merger Prospectus/Communication (/Document/0001032210-01-501434/)	2001-11-30 00:00:00
10-K405	Annual Report S-K Item 405 (/Document/0000928385-01-502627/)	2001-11-29 00:00:00
425	Merger Prospectus/Communication (/Document/0000950130-01-505569/)	2001-11-21 00:00:00

425	Merger Prospectus/Communication (/Document/0000950130-01-505571/)	2001-11-21 00:00:00
425	Merger Prospectus/Communication (/Document/0000950130-01-505574/)	2001-11-21 00:00:00
425	Merger Prospectus/Communication (/Document/0000950130-01-505537/)	2001-11-20 00:00:00
425	Merger Prospectus/Communication (/Document/0000950130-01-504395/)	2001-09-06 00:00:00
425	Merger Prospectus/Communication (/Document/0000950130-01-504396/)	2001-09-06 00:00:00
10-Q	Quarterly Report (/Document/0000950116-01-500634/)	2001-08-13 00:00:00
SC 13D/A	Acquisition Statement [Amended] (/Document/0001021408-01-504542/)	2001-08-06 00:00:00
425	Merger Prospectus/Communication (/Document/0000950109-01-502191/)	2001-07-17 00:00:00

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U.S. Import Records [external site] <https://import.report/company/Aramark-Corp>



Import ID	Shipment	Cargo Description	Quantity
2018031013103 (https://import.report/record/2018031013103)	Yantian,China (Mainland) -> Houston, Texas	LASER CUTTING MACHINE CMA1814C-F 1SETS LASER CUTTING MACHINE CMA1625-F 2SETS	13 PKG

Related SEC Filings - Aramark (/CIK/Search/Aramark)

Aramark of DELAWARE (/CIK/0001584509)	0001584509 (/CIK/0001584509)
Aramark International Finance S.a r.l. of LUXEMBOURG (/CIK/0001714302)	0001714302 (/CIK/0001714302)
Aramark Japan, LLC of DELAWARE (/CIK/0001397021)	0001397021 (/CIK/0001397021)
Aramark Organizational Services, LLC of DELAWARE (/CIK/0001397015)	0001397015 (/CIK/0001397015)
Aramark Senior Notes Company, LLC of DELAWARE (/CIK/0001397010)	0001397010 (/CIK/0001397010)
Aramark Trademark Services, Inc. of DELAWARE (/CIK/0001396759)	0001396759 (/CIK/0001396759)

Aramark Global, Inc. (/CIK/0001691518)	0001691518 (/CIK/0001691518)
Aramark Refreshment Group, Inc. (/CIK/0001594188)	0001594188 (/CIK/0001594188)
Aramark Facility Services, LLC of DELAWARE (/CIK/0001396654)	0001396654 (/CIK/0001396654)
Aramark Educational Services of Texas, LLC of TEXAS (/CIK/0001397358)	0001397358 (/CIK/0001397358)
ARAMARK Industrial Services, LLC of DELAWARE (/CIK/0001396657)	0001396657 (/CIK/0001396657)
Aramark Business Dining Services of Texas, LLC of TEXAS (/CIK/0001397356)	0001397356 (/CIK/0001397356)
Aramark CTS, LLC of DELAWARE (/CIK/0001396651)	0001396651 (/CIK/0001396651)
Aramark Food Service of Texas, LLC of TEXAS (/CIK/0001397359)	0001397359 (/CIK/0001397359)
Aramark Healthcare Support Services of Texas, Inc. of TEXAS (/CIK/0001397360)	0001397360 (/CIK/0001397360)
Aramark Healthcare Technologies, LLC of DELAWARE (/CIK/0001396653)	0001396653 (/CIK/0001396653)
Aramark Management Services Limited Partnership of DELAWARE (/CIK/0001396658)	0001396658 (/CIK/0001396658)
Aramark Senior Living Services, LLC of DELAWARE (/CIK/0001396659)	0001396659 (/CIK/0001396659)
Aramark SM Management Services, Inc. of DELAWARE (/CIK/0001396660)	0001396660 (/CIK/0001396660)
Aramark SMMS LLC of DELAWARE (/CIK/0001396661)	0001396661 (/CIK/0001396661)
Aramark Sports & Entertainment Services of Texas, LLC of TEXAS (/CIK/0001397361)	0001397361 (/CIK/0001397361)
Aramark Aviation Services Limited Partnership of DELAWARE (/CIK/0001397355)	0001397355 (/CIK/0001397355)
Aramark Services, Inc. of DELAWARE (/CIK/0000007032)	0000007032 (/CIK/0000007032)
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EXHIBIT K

1286

FIFTY-EIGHTH CONGRESS. SESS. III. RES. 29-32. 1905.

March 3, 1905.
[S. J. R. 109.]
[Pub. Res., No. 28.]
Eighth International
Geographic Congress.
Report of, ordered
printed.
Distribution.

[No. 29.] Joint Resolution To print the report of the Eighth International Geographic Congress.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Public Printer be authorized and directed to print the report of the Eighth International Geographic Congress, held in the United States in September, nineteen hundred and four, the edition to consist of the usual number for the use of the Senate and House of Representatives and one thousand five hundred copies to be bound for the use of the Eighth International Geographic Congress.

Approved, March 3, 1905

March 3, 1905.
[S. J. R. 115.]
[Pub. Res., No. 29.]
Yosemite National
Park.
Appropriation for
improvement, etc., of.

[No. 30.] Joint Resolution Accepting the recession by the State of California of the Yosemite Valley Grant and the Mariposa Big Tree Grove in the Yosemite National Park.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That there is hereby appropriated from any moneys in the Treasury, not otherwise appropriated, for the management, protection, and improvement of the Yosemite National Park, to be expended under the supervision of the Secretary of the Interior, the sum of twenty thousand dollars.

Approved, March 3, 1905.

March 3, 1905.
[S. J. R. 116.]
[Pub. Res., No. 30.]
Inaugural ceremonies.
Appropriation for
expenses of.

[No. 31.] Joint Resolution To enable the Secretary of the Senate and Clerk of the House of Representatives to pay the necessary expenses of the inaugural ceremonies of the President of the United States March fourth, nineteen hundred and five.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That to enable the Secretary of the Senate and the Clerk of the House of Representatives to pay the necessary expenses of the inaugural ceremonies of the President of the United States March the fourth, nineteen hundred and five, in accordance with such program as may be adopted by the joint committee of the Senate and House of Representatives, appointed under a concurrent resolution of the two houses, including the pay for extra police three days, at three dollars per day, there is hereby appropriated out of any moneys in the Treasury not otherwise appropriated two thousand dollars, or so much thereof as may be necessary, in addition to the sum appropriated by the joint resolution approved January thirty-first, nineteen hundred and five, the same to be immediately available.

Ante, p. 1280.

Approved, March 3, 1905.

March 3, 1905.
[H. J. R. 222.]
[Pub. Res., No. 31.]
Ying Hsing Wen and
Ting Chia Chen, of
China.
Admitted to West
Point.
Provisos.
No expense.

[No. 32.] Joint Resolution Permitting Ying Hsing Wen and Ting Chia Chen, of China, to receive instruction at the Military Academy at West Point.

Resolved by the Senate and House of Representatives of the United States of America in Congress assembled, That the Secretary of War be, and he hereby is, authorized to permit Ying Hsing Wen and Ting Chia Chen, of China, to receive instruction at the Military Academy at West Point: *Provided,* That no expense shall be caused to the United States thereby; and that the said Ying Hsing Wen and Ting Chia Chen shall agree to comply fully with all regulations for the

**National Park Service**

Yosemite

National Park
California

ALERTS IN EFFECT

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PARK CLOSURES

A reservation is required to drive into or through Yosemite during peak hours

A reservation is required to drive into or through Yosemite National Park from 6 am to 4 pm daily. If you are planning to arrive after 4 pm, please do not arrive at a park entrance station until after 4 pm. Vehicles blocking roads will be cited.

[more](#)

Glacier Point Road is closed

The entire Glacier Point Road is closed in 2022. The only access to Glacier Point, Sentinel Dome, Taft Point, and other Glacier Point Road destinations is via a long, strenuous hike. No water or toilets are available at Glacier Point.

[more](#)[+](#) [1 more non-emergency alert notifications...](#)[Dismiss](#)[View all alerts](#)[NPS.gov](#) / [Park Home](#) / [Learn About the Park](#) / [Management](#) / [Laws & Policies](#) / [Enabling Legislation](#)

Enabling Legislation

U.S. Statutes at Large, Vol. 13, Chap. 184, p. 325. **"An Act authorizing a Grant to the State of California of the Yo-Semite Valley,' and of the Land embracing the Mariposa Big Tree Grove."** [S. 203; Public Act No. 159]

1890

U.S. Statutes at Large, Vol. 26, Chap. 1263, pp. 650-52. **"An act to set apart certain tracts of land in the State of California as forest reservations."** [H.R. 12187]

Other Legislation

1892

U.S. Statutes at Large, Vol. 27, Chap. 205, pp. 235-36. **"An act granting to the County of Mariposa, in the State of California, the right of way for a free wagon road or turnpike across the Yosemite National Park, in the said state."**

1901

U.S. Statutes at Large, Vol. 31, Chap. 372, pp. 790-91. **"An Act Relating to rights of way through certain parks, reservations, and other public lands."** [H.R. 11973]

1905

Statutes of California (1905, p.54) **"Act of the Legislature of the State of California, Approved March 3, 1905, Regranting to the United States of America the Yosemite Valley and the land embracing the 'Mariposa Big Tree Grove'"**

U.S. Statutes at Large, Vol. 33, Part 1, Chap. 547, pp. 702-703. **"An Act To exclude from the Yosemite National Park, California, certain lands therein described, and to attach and include the said lands in the Sierra Forest Reserve."** H.R. 17345; Public Act No. 49

1906

U.S., Statutes at Large, Vol. 33, Part 1, Resolution No. 30, p. 1286. **"Joint Resolution Accepting the recession by the State of California of the Yosemite Valley Grant and the Mariposa Big Tree Grove in the Yosemite National Park."** S.J.R. 115; Public Resolution No. 29

U.S. Statutes at Large, Vol. 34, Part 1, Resolution No. 27, pp. 831-32. **"Joint Resolution Accepting the recession by the State of California of the Yosemite Valley Grant and the Mariposa Big Tree Grove, and including the same, together with fractional sections five and six, township five south, range twenty-two east, Mount Diablo meridian, California, within the metes and bounds of the Yosemite National Park, and changing the boundaries thereof."** H.J.R. 118; Public Resolution No. 27

1912

U.S. Statutes at Large, Vol. 37, Part 1, Chap. 74, pp. 80-81. **"An Act To authorize the Secretary of the Interior to secure for the United States title to patented lands in the Yosemite National Park, and for other purposes."** S. 5718; Public Act No. 117

U.S. Statutes at Large, Vol. 38, Part 1, Chap. 4, pp. 242-51. **"An Act Granting to the city and county of San Francisco certain rights of way in, over, and through certain public lands, the Yosemite National Park, and Stanislaus National Forest, and certain lands in the Yosemite National Park, the Stanislaus National Forest, and the public lands in the State of California, and for other purposes."** H.R. 7207; Public Act No. 41

U.S. Statutes at Large, Vol. 38, Chap. 58, pp. 345. "An Act To amend section one of an Act of Congress approved April ninth, nineteen hundred and twelve (Thirty-seventh Statutes, page eighty), entitled 'An Act to authorize the Secretary of the Interior to secure for the United States title to patented lands in the Yosemite National Park, and for other purposes.'"

U.S. Statutes at Large, Vol. 38, Part 1, Chap. 88, pp. 376-77. **"An Act To consolidate certain forest lands in the Sierra National Forest, and Yosemite National Park, California."** H.R. 13770; Public Act No. 99

1914

U.S. Statutes at Large, Vol. 38, Part 1, Chap. 206, pp. 554-55. **"An Act To amend an Act approved October first, eighteen hundred and ninety, entitled An Act to set apart certain tracts of land in the State of California as forest reservations."** H.R. 1694; Public Act No. 148

1919

Statutes and Amendments to codes of California 1919, p. 74. "Act of Legislature of California Approved April 15, 1919, ceding to the United States of America, exclusive jurisdiction over Yosemite National Park in the State of California."

1920

U.S. Statutes at Large, Vol. 41, Part 1, Chap. 218, pp. 731-34. **"An Act To accept the cession by the State of California of exclusive jurisdiction over the lands embraced within the Yosemite National Park, Sequoia National Park, and General Grant National Park, respectively, and for other purposes."** S. 12044; Public Act No. 235

1928

U.S. Statutes at Large, Vol. 45, pp. 787. "An Act To authorize the acquisition of certain patented land adjoining the Yosemite National Park boundary by exchange, and for other purposes." (P.L. 70-558, 45 Stat. 787)

1929

U.S. Statutes at Large, Vol. 45, pp. 1486. "An Act to provide for the preservation and consolidation of certain timber stands along the western boundary of the Yosemite National Park, and for other purposes."

1930

"Enlarging the Park: Proclamation (No. 1904) of April 14, 1930

U.S. Statutes at Large, Vol. 46, pp. 265. "An Act To provide for the addition of certain lands to the Yosemite National Park, California, and for other purposes." (P.L. 71-187)

Act of February 14, 1931 (P.L. 71-666, 46 Stat. 1154), authorized acquisition with appropriated funds.

1932

Enlarging the Park: Proclamation (No. 2005) of August 13, 1932

1937

U.S. Statutes at Large, Vol. 50, pp. 485. "An Act To provide for the acquisition of certain lands for, and the addition thereof to, the Yosemite National Park, in the State of California, and for other purposes." (P.L. 75-195)

1958

U.S. Statutes at Large, Vol. 72, pp. 1772. "An Act To authorize the Secretary of the Interior to provide an administrative site for Yosemite National Park, California, on lands adjacent to the park, and for other purposes."

1968

U.S. Statutes at Large, Vol. 82, pp. 393. "An Act To authorize the Secretary of the Interior to grant long-term leases with respect to lands in the El Portal administrative site adjacent to Yosemite National Park, California, and for other purposes."

1984

U.S. Statutes at Large, Vol. 98, pp. 1627. **"California Wilderness Act."**

1986

U.S. Statutes at Large, Vol. 100, pp. 3037. (P.L. 99-542) authorized additional long-term leases in the El Portal administrative site.

1987

U.S. Statutes at Large, Vol. 101, pp. 879. **"An Act To amend the Wild and Scenic Rivers Act by designating a segment of the Merced River in California as a component of the National Wild and Scenic Rivers System."**

1998

Act of November 10, 1998 (P.L. 105-363, 112 Stat. 3298) authorized the Secretary of the Interior to convey to a private individual approximately 8 acres within the El Portal Administrative Site, in exchange for 8 acres of land adjacent to the El Portal Administrative Site.

2013

Federal Register, Vol. 78, No. 142, pp. 44596. **"Minor Boundary Revision at Yosemite National Park"**

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